

1 DONNA M. MEZIAS (SBN 111902)
2 LOWELL B. RITTER (SBN 317738)
3 dmezias@akingump.com
4 lritter@akingump.com
5 AKIN GUMP STRAUSS HAUER & FELD LLP
6 580 California Street, Suite 1500
7 San Francisco, CA 94104
8 Telephone: 415-765-9500
9 Facsimile: 415-765-9501

6 Attorneys for Defendant
7 HOME DEPOT U.S.A., INC.

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 JANELLY SANDOVAL, individually
13 and on behalf of all others similarly
14 situated,

14 Plaintiff,

15 vs.

16 HOME DEPOT U.S.A., INC., a
17 Delaware corporation and DOES 1
18 through 50, inclusive,

18 Defendants.

Case No.

DEFENDANT HOME DEPOT U.S.A.,
INC.'S NOTICE OF REMOVAL OF
ACTION PURSUANT TO 28 U.S.C.
§§ 1332(d)(2), 1441, 1446, AND 1453

[Declarations of Donna M. Mezas,
Paige L. Troyer and G. Edward
Anderson, Certification and Notice of
Interested Parties, and Civil Cover
Sheet filed concurrently]

(*Riverside County Superior Court,*
Case No. RIC2000483)

Date Action Filed: January 31, 2020

1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
2 CENTRAL DISTRICT OF CALIFORNIA:

3 PLEASE TAKE NOTICE that defendant Home Depot U.S.A., Inc. (“Home
4 Depot”) hereby removes to this Court the state court action described below, pursuant to
5 28 U.S.C. §§ 1332(d)(2), 1441, 1446, and 1453. In support, Home Depot states as
6 follows:

7 1. On January 31, 2020, the above referenced action was filed and is currently
8 pending against Home Depot in the Superior Court of California, County of Riverside,
9 Case No. RIC2000483. *See* Declaration of Donna M. Mezas (“Mezas Decl.”) ¶ 2 &
10 Ex. A. According to the Proof of Service of Summons filed on February 7, 2020, the
11 Complaint, Summons, Civil Case Cover Sheet, Notice of Assignment to Department
12 and Case Management Conference, Certificate of Mailing, and Certificate of Counsel
13 were served on Home Depot on February 4, 2020. *Id.* ¶ 3 & Ex. B. On March 4, 2020,
14 Home Depot filed its Answer to the Complaint. *Id.* ¶ 4 & Ex. C. No other process,
15 pleadings, or orders have been filed by or served upon defendant as part of Case No.
16 RIC2000483. *Id.* ¶ 5. As required by 28 U.S.C. § 1446(a), a true and correct copy of all
17 process, pleadings, and orders served upon defendant or entered by the court as part of
18 the above action are attached to the Mezas Declaration, filed concurrently in support of
19 this Notice of Removal.

20 2. Plaintiff Janelly Sandoval (“Sandoval”) is a former hourly employee of
21 Home Depot. She alleges that Home Depot failed to pay all wages due at termination
22 and failed to provide accurate wage statements. Compl. ¶¶ 27-34.

23 3. Sandoval seeks to bring this action on behalf of a class consisting of (1) all
24 Home Depot employees employed in California who, “during their employment,
25 received their normal payroll wages through check or direct deposit, but upon their
26 separation of employment (voluntary or involuntary) at any time from January 31, 2017,
27 through the present, received their terminating wages in the form of a paycard (the
28

1 “Paycard Class”); and (2) all current and former employees of Home Depot employed
2 in California “who were paid Premium OT wages at any time from January 31, 2019,
3 through the present and whose respective wage statement did not identify the applicable
4 rate of pay for the Premium OT wage (the “Wage Statement Class”).” Compl. ¶ 16.¹

5 4. Timeliness. Sandoval filed her complaint in Riverside County Superior
6 Court on January 31, 2020. *See* Mezas Decl. ¶ 2 & Ex. A. According to the Proof of
7 Service of Summons filed on February 7, 2020, the complaint was served on Home
8 Depot on February 4, 2020. *See id.* ¶ 3 & Ex. B. Home Depot’s Notice of Removal is
9 therefore timely because it is being filed within 30 days of service of the complaint. *See*
10 28 U.S.C. § 1446(b).

11 5. Jurisdiction. This is a civil action over which this Court has original
12 jurisdiction and thus may be removed pursuant to 28 U.S.C. § 1441. Under 28 U.S.C.
13 § 1441(a), a defendant may remove to federal district court “any civil action brought in
14 a State court of which the district courts of the United States have original
15 jurisdiction[.]” Pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C.
16 § 1332(d)(2), federal district courts have original jurisdiction over a class action if (1) it
17 involves 100 or more putative class members, (2) any class member is a citizen of a
18 state different from any defendant, and (3) the aggregated controversy exceeds
19 \$5,000,000 (exclusive of costs and interest). *See* 28 U.S.C. § 1332(d)(2), (d)(6), and
20 (d)(11)(B)(i). These criteria are satisfied here.

21 6. Class Size. Sandoval seeks to bring this action on behalf of (1) all persons
22 employed by Home Depot in California who received their normal payroll wages
23

24 ¹ Home Depot denies Sandoval’s allegations and disputes that this action is appropriate
25 for class treatment. However, for purposes of estimating the amount in controversy, the
26 allegations of Sandoval’s complaint are assumed to be true. *See Korn v. Polo Ralph*
27 *Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008) (“In measuring the amount
28 in controversy, a court must assume that the allegations of the complaint are true and
that a jury will return a verdict for the plaintiff on all claims made in the complaint. The
ultimate inquiry is what amount is put ‘in controversy’ by the plaintiff’s complaint, not
what a defendant will *actually* owe.”) (citations omitted) (emphasis in original).

1 through check or direct deposit, but received their final wages in the form of a pay card
2 between January 31, 2017 and the present and (2) all current and former non-exempt
3 employees employed by Home Depot in California who were paid “Premium OT”
4 wages between January 31, 2019 and the present and whose respective wage statement
5 did not identify the applicable rate of pay for the Premium OT wage. Compl. ¶ 16.
6 Since January 31, 2017, more than 6,500 California employees have separated from
7 Home Depot and received their final wages by pay card. Declaration of G. Edward
8 Anderson (“Anderson Decl.”), filed and served concurrently, ¶ 6.² Thus, the putative
9 class includes more than 100 individuals.

10 7. Diversity of Citizenship. At all relevant times, there has been diversity of
11 citizenship between the parties to the action. “[U]nder CAFA, complete diversity is not
12 required; ‘minimal diversity’ suffices.” *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018,
13 1021 (9th Cir. 2007) (internal citations omitted). Minimal diversity exists if any class
14 member is a citizen of a state different from any defendant. *See* 28 U.S.C. § 1332(d)(2).

15 8. The putative class includes citizens of California, including plaintiff
16 Sandoval. *See* Compl. ¶ 6 (plaintiff resides in Riverside County). Throughout her
17 employment with Home Depot, Sandoval maintained a California residential address on
18 file with Home Depot and worked at a retail store in San Bernardino, California. *See*
19 Declaration of Paige L. Troyer (“Troyer Decl.”), filed concurrently, ¶ 4. Her
20 employment and residence in California conclusively establish California citizenship.
21 *See Bey v. SolarWorld Indus. Am., Inc.*, 904 F. Supp. 2d 1103, 1105 (D. Or. 2012)
22 (residential address provided by employee to employer is prima facie evidence of
23 citizenship); *Abbott v. United Venture Capital, Inc.*, 718 F. Supp. 823, 826-27 (D. Nev.
24 1988) (plaintiff was a California citizen primarily because of continuous California
25

26
27 ² A defendant may make the requisite showing by setting forth facts in the notice of
28 removal or by affidavit. *See Lamke v. Sunstate Equip. Co.*, 319 F. Supp. 2d 1029, 1032
(N.D. Cal. 2004).

1 residence over multiple years).

2 9. Further, Sandoval seeks to represent a class consisting of thousands of
3 current and former California employees. Compl. ¶ 16; *see also* Anderson Decl. ¶ 6.
4 This putative class logically includes other California citizens as well.

5 10. Home Depot is not a citizen of California. “[A] corporation shall be
6 deemed to be a citizen of every State ... by which it has been incorporated and of the
7 State ... where it has its principal place of business....” 28 U.S.C. § 1332(c)(1). Home
8 Depot is not incorporated in California. *See* Troyer Decl. ¶ 2. As Sandoval concedes,
9 Home Depot is a Delaware corporation and its headquarters is in Atlanta, Georgia. *See*
10 Compl. ¶ 8; *see also* Troyer Decl. ¶ 2; *Ottaviano v. Home Depot [U.S.A.], Inc.*[], 701 F.
11 Supp. 2d 1005, 1007 (N.D. Ill. 2010) (Home Depot “is a Delaware corporation with its
12 principal executive offices located in Atlanta, Georgia”); *Novak v. Home Depot U.S.A.,*
13 *Inc.*, 259 F.R.D. 106, 108 (D.N.J. 2009) (Home Depot “is a Delaware corporation with
14 its principal offices located in Georgia”). Nor is California the state in which Home
15 Depot has its principal place of business, which is “the place where a corporation’s
16 officers direct, control, and coordinate the corporation’s activities.” *Hertz Corp. v.*
17 *Friend*, 559 U.S. 77, 92-93 (2010). Rather, Home Depot’s principal place of business is
18 Atlanta, Georgia. *See* Compl. ¶ 8; Troyer Decl. ¶ 2; *Ottaviano*, 701 F. Supp. 2d at 1007;
19 *Novak*, 259 F.R.D. at 108.

20 11. Defendants DOES 1-50 are unidentified. Because there is “no information
21 as to who they are or where they live or their relationship to the action[, it is] proper for
22 the district court to disregard them” for the purposes of removal. *McCabe v. Gen. Foods*
23 *Corp.*, 811 F.2d 1336, 1339 (9th Cir. 1987) (citations omitted).

24 12. Accordingly, this action involves citizens of different states: Sandoval is a
25 citizen of California (and seeks to represent other California citizens) and Home Depot
26 is a citizen of Delaware and Georgia. The CAFA minimal diversity requirement is
27 therefore satisfied. *See* 28 U.S.C. § 1332(d)(2).

1 13. Amount in Controversy. Home Depot avers, for purposes of this Notice
2 only and without conceding liability for the claims alleged by Sandoval or that Sandoval
3 can properly represent the putative class, that Sandoval’s claims place more than \$5
4 million in controversy. “The amount in controversy is simply an estimate of the total
5 amount in dispute, not a prospective assessment of [the] defendant’s liability.” *Lewis v.*
6 *Verizon Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (on removal, defendant does
7 not “concede liability for the entire amount” alleged in complaint); *Ibarra v. Manheim*
8 *Invs., Inc.*, 775 F.3d 1193, 1198 n.1 (9th Cir. 2015) (“Even when defendants have
9 persuaded a court upon a CAFA removal that the amount in controversy exceeds \$5
10 million, they are still free to challenge the actual amount of damages in subsequent
11 proceedings and at trial ... because they are not stipulating to damages suffered”). As
12 the United States Supreme Court has held, a defendant’s notice of removal need only
13 include “a plausible allegation that the amount in controversy exceeds the jurisdictional
14 threshold.” *Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81, 89 (2014).
15 Moreover, the Ninth Circuit has instructed that removal is proper if, based on the
16 allegations of the complaint and the Notice of Removal, it is more likely than not that
17 the amount in controversy exceeds \$5 million. *See Rodriguez v. AT&T Mobility Servs.,*
18 *LLC*, 728 F.3d 975, 981 (9th Cir. 2013) (overturning Ninth Circuit precedent requiring
19 proof of amount in controversy to a “legal certainty” in some circumstances). In
20 determining whether the amount in controversy is met, the Court considers all requested
21 relief, “including ... punitive damages, statutory penalties, and attorneys’ fees.” *Lake v.*
22 *Delta Air Lines, Inc.*, No. SACV 10-1775 DOC(Ex), 2011 WL 3102486, at *4 (C.D.
23 Cal. July 22, 2011). Under this standard, the amount in controversy is easily met.

24 14. As part of the First Cause of Action, Sandoval alleges that Home Depot
25 owes penalties pursuant to California Labor Code section 203 for failing to pay all
26 wages due to employees at termination of employment. *See* Compl. ¶¶ 27-31 & Prayer
27 for Relief. Under section 203, former employees to whom the employer willfully
28

1 denied wages may recover penalties equal to their daily pay, up to a maximum of 30
2 days. *See* Cal. Lab. Code § 203. Sandoval alleges that “[a]s a pattern and practice,
3 Defendants regularly and willfully failed and refused to pay all wages (including
4 commissions) due and earned to discharged employees at the time of their termination,
5 or within 72 hours of employees who quit and/or have resigned, or at the time of
6 termination for those employees who gave 72 hours’ notice.” Compl. ¶ 29. Sandoval
7 further alleges that “paycard[s] were not usable at all locations, required fees for usage
8 in some instances, and did not allow employees to access all of the monies contained on
9 such cards.” *Id.* Sandoval describes this as a “uniform corporate pattern and practice
10 and procedure” and seeks, among other things, “penalties owed.” *Id.* ¶ 30-31. Under
11 Sandoval’s theories, all putative class members since January 31, 2017 (the “Paycard
12 Class”) would be entitled to recover waiting time penalties equal to 30 days of wages.
13 *See, e.g., Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d at 1205-06 (plaintiff placed
14 maximum penalty in controversy by alleging putative class members are entitled to
15 penalty “up to” statutory maximum); *Schuyler v. Morton’s of Chi., Inc.*, No. CV 10-
16 06762 ODW (JCGx), 2011 WL 280993, at *5 (C.D. Cal. Jan. 25, 2011) (appropriate to
17 assume 100 percent violation rate for full 30 days of waiting time penalties where
18 complaint alleges multiple wage violations that were never paid); *Oda v. Gucci Am.,*
19 *Inc.*, No. 2:14-cv-7468-SVW(JPRx), 2015 WL 93335, at *4-5 (C.D. Cal. Jan. 7, 2015)
20 (crediting assumption of maximum penalties).

21 15. The putative “Paycard Class” includes more than 6,500 individuals who
22 have separated from employment with Home Depot between January 31, 2017 and the
23 filing of the complaint. Anderson Decl. ¶ 6. The individuals in this putative class
24 earned an average daily wage of \$82.24. *Id.* ¶ 7. Thus, for each class member, plaintiff
25 is seeking average penalties of \$2,467.20 (30 x \$82.24 = \$2,467.20). Plaintiff’s
26 definition of the “Paycard Class” and broad allegations support the assumption of
27 maximum penalties for the putative class. *See Korn*, 536 F. Supp. 2d at 1205-06.

1 However, even assuming that only 3,250 class members are entitled to waiting time
2 penalties, this claim places more than \$5 million in controversy ($\$2467.20 \times 3,250 =$
3 $\$8,018,400$). The waiting time penalties claim alone therefore satisfies the amount in
4 controversy requirement. *See, e.g., Deehan v. Amerigas Partners, L.P.*, No. 08cv1009
5 BTM (JMA), 2008 WL 4104475, at *1 (S.D. Cal. Sept. 2, 2008) (amount in controversy
6 satisfied under preponderance of evidence standard where estimated class size
7 multiplied by statutory penalty for alleged violations exceeded \$5 million).

8 16. As described above, Sandoval also seeks substantial additional penalties in
9 the second cause of action for alleged failure to provide accurate wage statements. For
10 that claim, plaintiff seeks penalties of \$100 per pay period per class member under
11 Labor Code section 226. *See* Cal. Lab. Code § 226(e). The amount in controversy
12 therefore includes substantial sums for the second cause of action in addition to the
13 waiting time penalty amounts sought on behalf of the “Paycard Class.”

14 17. Thus, even by conservative estimates, the \$5,000,000 CAFA threshold is
15 met. *See, e.g., Deehan v. Amerigas Partners, L.P.*, 2008 WL 4104475, at *1 (amount in
16 controversy satisfied under preponderance of evidence standard where estimated class
17 size multiplied by statutory penalty for alleged violations exceeded \$5 million).

18 18. Sandoval also seeks attorney’s fees for her claims (Compl. ¶¶ 25, 34 &
19 Prayer for Relief), and these fees are part of the amount in controversy as well. *See*
20 *Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785, 794 (9th Cir. 2018) (“[I]f the
21 law entitles the plaintiff to future attorneys’ fees if the action succeeds, ‘then there is no
22 question that future [attorneys’ fees] are ‘at stake’ in the litigation,’ and the defendant
23 may attempt to prove that future attorneys’ fees should be included in the amount in
24 controversy.” (internal citation omitted)); *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150,
25 1156 (9th Cir. 1998). The Ninth Circuit has established 25 percent of total potential
26 damages as a benchmark award for attorney’s fees. *See Hanlon v. Chrysler Corp.*, 150
27 F.3d 1011, 1029 (9th Cir. 1998); *see also Deaver v. BBVA Compass Consulting &*

1 *Benefits, Inc.*, No. 13-cv-00222-JSC, 2014 WL 2199645, at *6, *8 (N.D. Cal. May 27,
2 2014) (accounting for attorney’s fees by adding 25 percent of potential damages and
3 penalties to amount in controversy); *Ford v. CEC Entm’t, Inc.*, No. CV 14-01420 RS,
4 2014 WL 3377990, at *6 (N.D. Cal. July 10, 2014) (same); *Rodriguez v. Cleansource,*
5 *Inc.*, No. 14-CV-0789-L(DHB), 2014 WL 3818304, at *4-5 (S.D. Cal. Aug. 4, 2014)
6 (denying motion to remand where defendant showed potential damages of \$4.2 million
7 because attorneys’ fees of 25 percent brought the total amount in controversy to \$5.3
8 million). Attorneys’ fees of 25 percent place at least an additional \$2,004,600 in
9 controversy here.

10 19. In sum, the allegations in Sandoval’s complaint seek penalties and
11 attorneys’ fees in excess of \$5 million. The amount in controversy requirement is
12 therefore satisfied.

13 20. Venue. The United States District Court for the Central District of
14 California is the judicial district “embracing the place” where this action was filed by
15 plaintiff and is the appropriate court for removal pursuant to 28 U.S.C. § 1441(a).

16 21. There are no grounds that would justify this Court in declining to exercise
17 its jurisdiction pursuant to 28 U.S.C. § 1332(d)(3) or requiring it to decline to exercise
18 jurisdiction pursuant to 28 U.S.C. § 1332(d)(4).

19 WHEREFORE, Home Depot requests that the above action now pending in the
20 Superior Court of California, County of Riverside be removed to this Court. In the
21 event the Court has any reason to question whether removal is proper, Home Depot
22 requests the opportunity to provide briefing on the issue.

23 Respectfully submitted,

24 Dated: March 5, 2020

AKIN GUMP STRAUSS HAUER &
FELD LLP

25
26
27 By /s/ Donna M. Mezias
Donna M. Mezias
Attorneys for defendant

1 DONNA M. MEZIAS (SBN 111902)
2 LOWELL B. RITTER (SBN 317738)
3 dmezias@akingump.com
4 lritter@akingump.com
5 AKIN GUMP STRAUSS HAUER & FELD LLP
6 580 California Street, Suite 1500
7 San Francisco, CA 94104
8 Telephone: 415-765-9500
9 Facsimile: 415-765-9501

10 Attorneys for defendant
11 HOME DEPOT U.S.A., INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 JANELLY SANDOVAL, individually
15 and on behalf of all others similarly
16 situated,

17 Plaintiff,

18 vs.

19 HOME DEPOT U.S.A., INC., a
20 Delaware corporation and DOES 1
21 through 50, inclusive,

22 Defendants.

Case No.

DECLARATION OF DONNA M.
MEZIAS IN SUPPORT OF
DEFENDANT HOME DEPOT U.S.A.,
INC.'S NOTICE OF REMOVAL

[Notice of Removal, Declarations of
Paige L. Troyer and G. Edward
Anderson, Certification and Notice of
Interested Parties, and Civil Cover
Sheet filed concurrently]

*(Riverside County Superior Court,
Case No. RIC2000483)*

Date Action Filed: December 10, 2019

DECLARATION OF DONNA M. MEZIAS

I, Donna M. Mezas, certify and declare as follows:

1. I am an attorney at law in the law firm of Akin Gump Strauss Hauer & Feld LLP, attorneys of record for defendant Home Depot U.S.A., Inc. ("Home Depot") in this action. I have personal knowledge of the facts stated herein, and if called and sworn as a witness, I would and could testify competently under oath thereto. I submit this declaration in support of defendant's Notice of Removal of Action Pursuant to 28 U.S.C. §§ 1332(d)(2), 1441, 1446, and 1453.

2. On January 31, 2020, an action was commenced against defendant in the Superior Court of California, County of Riverside, titled *Sandoval v. Home Depot U.S.A., Inc.*, Case No. Case No. RIC2000483. True and correct copies of the Complaint, Summons, Civil Case Cover Sheet, Notice of Assignment to Department and Case Management Conference, Certificate of Mailing, and Certificate of Counsel are attached hereto as **Exhibit A**.

3. A true and correct copy of the proof of service of summons is attached hereto as **Exhibit B**.

4. A true and correct copy of defendant's Answer to plaintiff's Complaint is attached hereto as **Exhibit C**.

5. No other process, pleadings, or orders have been filed by or served upon defendant as part of Case No. RIC2000483.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on this 5th day of March, 2020 in San Francisco, California.

By Donna M. Mezas
Donna M. Mezas

EXHIBIT A

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
JAN 31 2020
L. VILLANUEVA

1 Larry W. Lee (State Bar No. 228175)
2 **DIVERSITY LAW GROUP, P.C.**
3 515 S. Figueroa St., Suite 1250
4 Los Angeles, California 90071
5 (213) 488-6555
6 (213) 488-6554 facsimile

7 **WILLIAM L. MARDER, ESQ. (CBN 170131)**
8 **Polaris Law Group LLP**
9 501 San Benito Street, Suite 200
10 Hollister, CA 95023
11 Tel: (831) 531-4214
12 Fax: (831) 634-0333

13 Attorneys for PLAINTIFF and the CLASS

14 (Additional Plaintiff's Counsel on Next Page)

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF RIVERSIDE

17 JANELLY SANDOVAL, individually and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 HOME DEPOT U.S.A., INC., a Delaware
22 corporation; and DOES 1 through 50, inclusive,

23 Defendants.

Case No. **RIC 2000483**

CLASS ACTION COMPLAINT FOR:

- 24 (1) VIOLATION OF LABOR CODE §§
25 201-203;
- 26 (2) VIOLATION OF LABOR CODE §
27 226(a).

DEMAND OVER \$25,000

1 Dennis S. Hyun (State Bar No. 224240)
2 HYUN LEGAL, APC
3 515 S. Figueroa St., Suite 1250
4 Los Angeles, California 90071
5 (213) 488-6555
6 (213) 488-6554 facsimile
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff Janelly Sandoval ("Plaintiff"), hereby submits this Class Action Complaint against
2 Defendants Home Depot U.S.A., Inc., a Delaware corporation (the "Company" or "Defendant"), and
3 Does 1-50 (hereinafter collectively referred to as "Defendants"), as an individual and on behalf of the
4 Class of all other similarly situated current and former employees of Defendants for penalties for failure
5 to pay wages due to separated employees and provide accurate itemized wage statements as follows:

6 **INTRODUCTION**

7 1. This class action is within the Court's jurisdiction under California Labor Code §§ 201-
8 203 and 226, and the California Industrial Welfare Commission's ("IWC") Wage Orders.

9 2. This Complaint challenges systemic illegal employment practices resulting in violations
10 of the California Labor Code against employees of Defendants.

11 3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and
12 severally have acted intentionally and with deliberate indifference and conscious disregard to the rights
13 of all employees by failing to pay all wages owed to separated employees and provide accurate itemized
14 wage statements.

15 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
16 engaged in, among other things a system of willful violations of the California Labor Code and
17 applicable IWC Wage Orders by creating and maintaining policies, practices and customs that
18 knowingly deny employees the above stated rights and benefits.

19 **JURISDICTION AND VENUE**

20 5. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203
21 and 226.

22 6. Venue is proper in Riverside County because Plaintiff resides in this County.

23 **PARTIES**

24 7. On or about January 17, 2018, Plaintiff began employment with Defendant as a non-
25 exempt store employee. On or about January 9, 2020, Plaintiff's employment with Defendant ended.
26 Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in
27 this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§
28 201-203 and 226, and the applicable IWC Wage Orders, and the UCL.

1 8. Plaintiff is informed and believes and based thereon alleges that Defendant is a Delaware
2 corporation operating hardware stores throughout the United States, including in Riverside County.
3 Plaintiff is informed and believes and based thereon alleges that Defendant's headquarters are located in
4 Atlanta, Georgia.

5 9. Plaintiff is informed and believes and based thereon alleges that at all times herein
6 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
7 partnerships, licensed to do business and actually doing business in the State of California.

8 10. As such, and based upon all the facts and circumstances incident to Defendants' business
9 in California, Defendants are subject to California Labor Code §§ 201-203 and 226 and the IWC Wage
10 Orders.

11 11. Plaintiff does not know the true names or capacities, whether individual, partner or
12 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
13 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
14 when the true names and capacities are known. Plaintiff is informed and believes and based thereon
15 alleges that each of said fictitious Defendants were responsible in some way for the matters alleged
16 herein and proximately caused Plaintiff and members of the general public and class to be subject to the
17 illegal employment practices, wrongs and injuries complained of herein.

18 12. At all times herein mentioned, each of said Defendants participated in the doing of the
19 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
20 and each of them, were the agents, servants and employees of each of the other Defendants, as well as
21 the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope
22 of said agency and employment.

23 13. Plaintiff is informed and believes and based thereon alleges that at all times material
24 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of,
25 or working in concert with each of the other co-defendants and was acting within the course and scope
26 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and
27 omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and
28 ratified said acts, conduct, and omissions of the acting Defendants.

1 and the IWC Wage Orders; and (b) failed to provide accurate itemized wage statements in violation of
2 Labor Code § 226.

3 18. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
4 necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff's
5 attorneys are ready, willing and able to fully and adequately represent the class and individual Plaintiff.
6 Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently
7 have a number of wage-and-hour class actions pending in California courts.

8 19. Defendants uniformly administered a corporate policy, practice of: (a) failing to pay all
9 wages owed to separated employees by issuing payment of final wages to separated employees in the
10 form of a paycard, which required employees to incur fees to use, was not fully cashable, and not
11 usable at all financial institutions and, thus, did not actually compensate employees for all wages owed
12 upon their separation in violation of Labor Code §§ 201-203 and the IWC Wage Orders; and (b) failing
13 to provide accurate itemized wage statements in violation of Labor Code § 226.

14 20. **Common Question of Law and Fact:** There are predominant common questions of law
15 and fact and a community of interest amongst Plaintiff and the claims of the Class concerning
16 Defendants: (a) failing to pay all wages owed to separated employees by issuing payment of final wages
17 to separated employees in the form of a paycard, which required employees to incur fees to use, was
18 not fully cashable, and not usable at all financial institutions and, thus, did not actually compensate
19 employees for all wages owed upon their separation in violation of Labor Code §§ 201-203 and the IWC
20 Wage Orders; and (b) failing to provide accurate itemized wage statements in violation of Labor Code §
21 226.

22 21. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
23 in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as the
24 Class members. Specifically, when Defendants terminated Plaintiff's employment, Defendants paid
25 Plaintiff's final wages via a paycard without obtaining Plaintiff's written authorization. Further, the
26 paycard required Plaintiff to incur fees for using it, was not fully cashable and not usable at all financial
27 institutions. As a result of Defendant's use of a paycard for the payment of wages, Plaintiff was not paid
28 all final wages in violation of Labor Code §§ 201-203. Further, Defendant paid Plaintiff and Class

1 Members an item of overtime wages called OT Premium. Nevertheless, Defendant failed to identify the
2 hourly rate of the OT Premium on wage statements issued to Plaintiff and Class Members, including on
3 Plaintiff's paystub dated January 10, 2020. This paystub lists a lump sum of \$6.86 and hours worked of
4 0.75 hours, but does not list an hourly rate. As such, Plaintiff is a member of the Class and has suffered
5 the alleged violations of California Labor Code §§ 201-203 and 226 and the applicable IWC Wage
6 Orders.

7 22. The California Labor Code and upon which Plaintiff bases these claims is broadly
8 remedial in nature. These laws and labor standards serve an important public interest in establishing
9 minimum working conditions and standards in California. These laws and labor standards protect the
10 average working employee from exploitation by employers who may seek to take advantage of superior
11 economic and bargaining power in setting onerous terms and conditions of employment.

12 23. The nature of this action and the format of laws available to Plaintiff and members of the
13 Class identified herein make the class action format a particularly efficient and appropriate procedure to
14 redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the
15 corporate Defendant would necessarily gain an unconscionable advantage since it would be able to
16 exploit and overwhelm the limited resources of each individual Plaintiff with Defendant's vastly
17 superior financial and legal resources. Requiring each Class member to pursue an individual remedy
18 would also discourage the assertion of lawful claims by employees who would be disinclined to file an
19 action against their former and/or current employer for real and justifiable fear of retaliation and
20 permanent damage to their careers at subsequent employment.

21 24. The prosecution of separate actions by the individual class members, even if possible,
22 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
23 Class members against the Defendant and which would establish potentially incompatible standards of
24 conduct for the Defendant, and/or (b) adjudications with respect to individual Class members which
25 would, as a practical matter, be dispositive of the interest of the other Class members not parties to the
26 adjudications or which would substantially impair or impede the ability of the Class members to protect
27 their interests. Further, the claims of the individual members of the Class are not sufficiently large to
28 warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

1 25. Such a pattern, practice and uniform administration of corporate policy regarding illegal
2 employee compensation described herein is unlawful and creates an entitlement to recovery by the
3 Plaintiff and the Class identified herein, in a civil action for penalties, reasonable attorneys' fees, and
4 costs of suit pursuant to Labor Code § 226(e) and Code of Civil Procedure § 1021.5.

5 26. Proof of a common business practice or factual pattern, which the named Plaintiff
6 experienced and is representative of, will establish the right of each of the members of the Class to
7 recovery on the causes of action alleged herein. This action is brought for the benefit of the entire class
8 and will result in the creation of a common fund.

9 **FIRST CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE §§ 201-203**

11 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE PAYCARD CLASS)**

12 27. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 26 as though fully
13 set for herein.

14 28. Labor Code § 201 provides that all wages earned and unpaid at the time of an employee's
15 discharge are due and payable immediately. Labor Code § 202 provides that, in the case of an employee
16 who resigns or quits, such wages must be paid not later than 72 hours thereafter, unless the employee
17 has given 72 hours previous notice, in which case the employee must be paid all wages due and earned
18 at the time of quitting. Labor Code § 203 provides that an employer who willfully fails to pay such
19 wages due to an employee who is discharged or quits must pay that employee waiting-time penalties in
20 the form of a day's wages up to 30 days until all of the wages owed are paid.

21 29. As a pattern and practice, Defendants regularly and willfully failed and refused to pay all
22 wages (including commissions) due and earned to discharged employees at the time of their termination,
23 or within 72 hours of employees who quit and/or have resigned, or at the time of termination for those
24 employees who gave 72 hours' notice. More specifically, Defendants violated Labor Code §§ 201-203
25 by, among other unlawful acts, issuing paycards as final payment of wages to employees who have been
26 discharged and/or resigned. As alleged herein, these paycard were not usable at all locations, required
27 fees for usage in some instances, and did not allow employees to access all of the monies contained on
28 such cards.

1 30. As such, Defendants had a uniform corporate pattern and practice and procedure
2 regarding the above practices in violation of California Labor Code §§ 201-203.

3 31. Such a pattern, practice and uniform administration of corporate policy regarding illegal
4 employee compensation as described herein is unlawful and creates an entitlement to recovery by
5 Plaintiff in a civil action, for the unpaid balance of the full amount of damages and/or penalties owed,
6 including interest thereon, and costs of suit according to the mandate of California Labor Code §§ 201-
7 203.

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 226**

10 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE WAGE STATEMENT CLASS)**

11 32. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as though fully
12 set for herein.

13 33. Labor Code § 226(a) requires employers to provide accurate itemized wage statements,
14 including specifying all applicable hourly rates on wage statements. Defendant paid Plaintiff and Class
15 Members an item of overtime wages called OT Premium. Nevertheless, Defendant failed to identify the
16 hourly rate of the OT Premium on wage statements issued to Plaintiff and Class Members, including on
17 Plaintiff's paystub dated January 10, 2020. This paystub lists a lump sum of \$6.86 and hours worked of
18 0.75 hours, but does not list an hourly rate. Plaintiff is informed and believes and based thereon alleges
19 that Defendant issued similarly formatted wage statements to all Class Members in violation of Labor
20 Code § 226(a)(9). Accordingly, Defendant failed in its affirmative obligation to provide accurate
21 itemized wage statements in violation of Labor Code § 226(a).

22 34. Such a pattern, practice and uniform administration of corporate policy as described
23 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a
24 civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon,
25 attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this
28 suit is brought against Defendants, jointly and severally, as follows:

- 1 1. For an order certifying the proposed Class;
- 2 2. For an order appointing Plaintiff as the representatives of the Class as described herein;
- 3 3. For an order appointing counsel for Plaintiff as Class counsel;
- 4 4. Upon the First Cause of Action, for damages and/or penalties pursuant to statute as set
- 5 forth in Labor Code § 201-203, and for costs;
- 6 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to statute as set
- 7 forth in Labor Code § 226(e), as well as attorneys' fees and costs;
- 8 6. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 226(e)
- 9 and Code of Civil Procedure § 1021.5; and
- 10 7. For such other and further relief as the Court may deem just and proper.

11 DATED: January 31, 2020

DIVERSITY LAW GROUP, P.C.

12
13 By: 

14 Larry W. Lee
15 Attorneys for PLAINTIFF and the CLASS

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

HOME DEPOT U.S.A., INC., a Delaware corporation; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JANELLY SANDOVAL, individually and on behalf of all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 8 1 2020

L. VILLANUEVA

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **(AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.)**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted puede usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of Riverside
4050 Main Street, Riverside, California 92501

CASE NUMBER:
(Número del Caso):
RIC 2000483

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Larry W. Lee (SBN 228175)/Diversity Law Group, 515 S. Figueroa St. #1250, LA, CA 90071, 213-488-6555

DATE:
(Fecha)

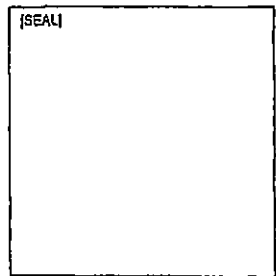
JAN 31 2020

Clerk, by
(Secretario)

L. VILLANUEVA

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): HOME DEPOT U.S.A., INC., a Delaware corporation
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date): 2/4/2020

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Larry W. Lee (SBN 228175) DIVERSITY LAW GROUP 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 TELEPHONE NO.: (213) 488-6555 FAX NO.: (213) 488-6554 ATTORNEY FOR (Name): Plaintiff Janelly Sandoval		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 0;">FILED</div> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE JAN 31 2020 L. VILLANUEVA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, California 92501 BRANCH NAME: Riverside Historic Courthouse		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">RIC 2000483</div> JUDGE: DEPT:
CASE NAME: Janelly Sandoval v. Home Depot U.S.A., Inc.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PII/PD/WVD (Personal Injury/Property Damage/Wrongful-Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PII/PD/WVD (23) Non-PII/PD/WVD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PII/PD/WVD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Two (2)

5. This case, is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 31, 2020
 Larry W. Lee

(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
	Contract/Warranty Breach–Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Asbestos (04)	Collection Case–Seller Plaintiff	Enforcement of Judgment
Asbestos Property Damage	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Asbestos Personal Injury/Wrongful Death	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Product Liability (not asbestos or toxic/environmental) (24)	Auto Subrogation	Confession of Judgment (non-domestic relations)
Medical Malpractice (45)	Other Coverage	Sister State Judgment
Medical Malpractice–Physicians & Surgeons	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Other Professional Health Care Malpractice	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other PI/PD/WD (23)	Other Contract Dispute	Other Enforcement of Judgment Case
Premises Liability (e.g., slip and fall)	Real Property	Miscellaneous Civil Complaint
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Intentional Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Negligent Infliction of Emotional Distress	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Other PI/PD/WD	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Non-PI/PD/WD (Other) Tort	Mortgage Foreclosure	Mechanics Lien
Business Tort/Unfair Business Practice (07)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Defamation (e.g., slander, libel) (13)	Unlawful Detainer	Miscellaneous Civil Petition
Fraud (16)	Commercial (31)	Partnership and Corporate Governance (21)
Intellectual Property (19)	Residential (32)	Other Petition (not specified above) (43)
Professional Negligence (25)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
Legal Malpractice	Judicial Review	Workplace Violence
Other Professional Malpractice (not medical or legal)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Non-PI/PD/WD Tort (35)	Petition Re: Arbitration Award (11)	Election Contest
Employment	Writ of Mandate (02)	Petition for Name Change
Wrongful Termination (36)	Writ–Administrative Mandamus	Petition for Relief From Late Claim
Other Employment (15)	Writ–Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor Commissioner Appeals	

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

4050 Main Street
Riverside, CA 92501
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT
AND CASE MANAGEMENT CONFERENCE (CRC 3.722)



SANDOVAL VS HOME DEPOT

CASE NO. RIC2000483

This case is assigned to the Honorable Judge Sunshine S Sykes in Department 06 for all purposes. Effective April 30, 2019 this case will be re-assigned to the honorable Sunshine Sykes in Department 06.

The Case Management Conference is scheduled for 04/01/20 at 8:30 in Department 06.

Department 5 are located at 4050 Main St, Riverside, CA 92501.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See California Rules of Court, rule 1.100.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing NOTICE on this date, by depositing said copy as stated above.

Date: 01/31/20

Court Executive Officer/Clerk

by: _____

LOURDES VILLANUEVA, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- | | |
|--|---|
| <input type="checkbox"/> BANNING 311 E. Ramsey St., Banning, CA 92220 | <input type="checkbox"/> MURRIETA 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563 |
| <input type="checkbox"/> BLYTHE 265 N. Broadway, Blythe, CA 92225 | <input type="checkbox"/> PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262 |
| <input type="checkbox"/> CORONA 505 S. Buena Vista, Rm. 201, Corona, CA 92882 | <input checked="" type="checkbox"/> RIVERSIDE 4050 Main St., Riverside, CA 92501 |
| <input type="checkbox"/> HEMET 880 N. State St., Hemet, CA 92543 | <input type="checkbox"/> TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591 |
| <input type="checkbox"/> MORENO VALLEY 13800 Heacock St., Ste. D2D1, Moreno Valley, CA 92553 | |

RI-CI032

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) Larry W. Lee (State Bar No. 228175) Diversity Law Group, P.C. 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071</p> <p>TELEPHONE NO: 213-488-6555 FAX NO. (Optional): 213-488-6554 E-MAIL ADDRESS (Optional): lwlee@diversitylaw.com ATTORNEY FOR: (Name): Plaintiff Janelly Sandoval</p>	<p style="text-align: center;">FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE</p> <p style="text-align: center;">JAN 31 2020 <u>L. VILLANUEVA</u></p>
<p>PLAINTIFF/PETITIONER: Janelly Sandoval</p> <p>DEFENDANT/RESPONDENT: Home Depot U.S.A., Inc.</p>	
<p>CASE NUMBER: RIC 2000483</p>	
<p style="text-align: center;">CERTIFICATE OF COUNSEL</p>	

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- The action arose in the zip code of: 92504
- The action concerns real property located in the zip code of: _____
- The Defendant resides in the zip code of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date January 31, 2020

Larry W. Lee
 (TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)


 (SIGNATURE)

EXHIBIT B

BY FAX

FEB 10 2020

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) DIVERSITY LAW GROUP, P.C. Larry W. Lee, Esq. (SBN 228175) 515 South Figueroa Street, Suite 1250 Los Angeles, California 90071 TELEPHONE NO (213) 488-6555 FAX NO (Optional) (213) 488-6554 E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name) Plaintiff and the CLASS	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE FEB 07 2020 V. Lupercio
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS 4050 Main Street MAILING ADDRESS CITY AND ZIP CODE Riverside, California 92501 BRANCH NAME RIVERSIDE HISTORIC COURTHOUSE	CASE NUMBER RIC2000483
PLAINTIFF/PETITIONER: JANELLY SANDOVAL, etc. DEFENDANT/RESPONDENT: HOME DEPOT U.S.A., INC., etc.; et al.	Ref No or File No 1823262CB
PROOF OF SERVICE OF SUMMONS	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of.
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint Notice of Assignment to Department and Case Management Conference
 - f. other (specify documents): (CRC 3.722); Certificate of Mailing; Certificate of Counsel
3. a. Party served (specify name of party as shown on documents served):
HOME DEPOT U.S.A., INC., a Delaware corporation
- b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
CSC Lawyers Incorporating Service, Inc., Agent, Received by Trudy Desbiens, Front Desk
4. Address where the party was served:
2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833
5. I served the party (check proper box)
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 02/04/2020 (2) at (time): 1:08 p.m.
 - b. by substituted service. On (date): _____ at (time): _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers
 - (3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20) I mailed the documents on (date): _____ from (city): _____ or a declaration of mailing is attached
 - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: JANELLY SANDOVAL, etc.	CASE NUMBER: RIC2000483
DEFENDANT/RESPONDENT: HOME DEPOT U.S.A., INC., etc.; et al.	

5. c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. by other means (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): HOME DEPOT U.S.A., INC., a Delaware corporation under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers
- a. Name: Chris Miller, Ace Attorney Service, Inc.
- b. Address: 901 F Street, Suite 150, Sacramento, California 95814
- c. Telephone number: (916) 447-4000
- d. The fee for service was: \$ 98.36

- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: February 5, 2020

CHRIS MILLER
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

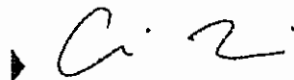

(SIGNATURE)

EXHIBIT C

COPY

1 DONNA M. MEZIAS (SBN 111902)
2 LOWELL B. RITTER (SBN 317738)
3 AKIN GUMP STRAUSS HAUER & FELD LLP
4 580 California Street, Suite 1500
5 San Francisco, CA 94104
6 Telephone: 415.765.9500
7 Facsimile: 415.765.9501
8 dmezias@akingump.com
9 lritter@akingump.com

10 Attorneys for defendant
11 Home Depot U.S.A., Inc.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
MAR 04 2020
I. SIRACUSA

12
13 SUPERIOR COURT OF CALIFORNIA
14 COUNTY OF RIVERSIDE
15

16 JANELLY SANDOVAL, individually and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 HOME DEPOT U.S.A., INC., a Delaware
21 corporation and DOES 1 through 50,
22 inclusive,

23 Defendants.
24
25
26
27
28

Case No. RIC2000483

DEFENDANT HOME DEPOT U.S.A.,
INC.'S ANSWER TO COMPLAINT

Date Action Filed: January 31, 2020

1 Defendant Home Depot U.S.A., Inc. hereby answers the complaint of plaintiff Janelly Sandoval
2 by generally denying each and every material allegation of the unverified complaint pursuant to section
3 431.30(d) of the California Code of Civil Procedure.

4 Defendant sets forth below its defenses and affirmative defenses. In doing so, defendant does
5 not in any way change or alter the allocation and burden of proof for each such defense listed as
6 established by applicable law.

7 DEFENSES

8 As separate defenses to the complaint, and each purported cause of action contained therein,
9 defendant alleges the following defenses and affirmative defenses:

10 FIRST DEFENSE

11 (Failure to State a Cause Of Action)

12 The complaint, and each purported cause of action contained therein, fails to state facts
13 sufficient to constitute a cause of action against defendant.

14 SECOND DEFENSE

15 (Statute of Limitations)

16 The complaint, and each purported cause of action contained therein, is barred, in whole or in
17 part, by the applicable statutes of limitations.

18 THIRD DEFENSE

19 (Estoppel)

20 The complaint, and each purported cause of action contained therein, is barred because plaintiff
21 and/or any individuals plaintiff purports to represent are estopped from asserting one or more causes of
22 action alleged herein against defendant.

23 FOURTH DEFENSE

24 (Standing)

25 Plaintiff lacks standing to bring certain claims asserted, to assert the legal rights or interests of
26 others, and/or to seek certain relief alleged.

27 //

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTH DEFENSE

(Compliance with Statute)

The complaint, and each purported cause of action contained therein, is barred because at all times defendant complied and/or substantially complied with all applicable statutes, regulations, and laws.

SIXTH DEFENSE

(Waiver and Release)

The complaint, and each purported cause of action contained therein, is barred to the extent plaintiff and any individuals plaintiff purports to represent have waived their right to recovery and/or released their claims against defendant, whether in whole or in part, and whether individually or in a class action settlement and/or release agreement.

SEVENTH DEFENSE

(Acquiescence)

The complaint, and each purported cause of action contained therein, is barred to the extent plaintiff and/or any individuals plaintiff purports to represent acquiesced in defendant's conduct and actions or omissions alleged herein.

EIGHTH DEFENSE

(Accord and Satisfaction)

The complaint, and each purported cause of action contained therein, is barred to the extent plaintiff and/or any individuals plaintiff purports to represent entered into an accord with defendant extinguishing the obligations that are the basis of the complaint or cause of action. Defendant has satisfied all obligations required of it under the accord.

NINTH DEFENSE

(Laches)

The complaint, and each purported cause of action contained therein, is barred because plaintiff and/or any individuals plaintiff purports to represent have inexcusably and unreasonably delayed the filing of their action, causing prejudice to defendant.

//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TENTH DEFENSE

(Res Judicata and Collateral Estoppel)

The complaint, and each purported cause of action contained therein, is barred to the extent the doctrines of collateral estoppel and/or res judicata apply.

ELEVENTH DEFENSE

(Unjust Enrichment)

The complaint, and each cause of action contained therein, is barred to the extent that any recovery would be a windfall resulting in unjust enrichment to the plaintiff and individuals plaintiff purports to represent.

TWELFTH DEFENSE

(Unclean Hands)

The complaint, and each purported cause of action contained therein, is barred in whole or in part by the doctrine of unclean hands.

THIRTEENTH DEFENSE

(No Willfulness)

Defendant did not willfully deprive any person of any wages to which plaintiff and/or any individuals plaintiff purports to represent may have been entitled.

FOURTEENTH DEFENSE

(Good Faith)

At all relevant times, defendant acted in good faith and has reasonable grounds for believing its actions did not violate the California Labor Code and/or the California Wage Orders.

FIFTEENTH DEFENSE

(No Injury)

The complaint, and each purported cause of action contained therein, is barred to the extent it seeks damages or penalties for allegedly inaccurate wage statements, because plaintiff and the individuals plaintiff purports to represent suffered no injury from the alleged failure to provide proper itemized wage statements.

//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SIXTEENTH DEFENSE

(No Knowing or Intentional Conduct)

The complaint, and each purported cause of action contained therein, is barred to the extent the alleged wage statement violations of defendant were not knowing or intentional.

SEVENTEENTH DEFENSE

(Setoff)

Defendant is entitled to a setoff of any monies that plaintiff and/or the putative class members might recover for monies already paid.

RESERVATION OF RIGHTS

Defendant hereby gives notice that it intends to rely upon such other and further affirmative defenses or defenses as may become available during the course of discovery in this action and reserves the right to amend its answer to assert any such defenses.

WHEREFORE, defendant prays for judgment as follows:

1. That plaintiff takes nothing by reason of the complaint;
2. That the complaint be dismissed with prejudice;
3. That judgment be entered in favor of defendant;
4. That defendant recover its costs of suit herein;
5. That defendant recover its attorneys' fees pursuant to Labor Code § 218.5 and California Code of Civil Procedure § 128.7 and any other appropriate basis; and
6. That defendant be granted such further relief as the Court deems just and proper.

Dated: March 4, 2020

AKIN GUMP STRAUSS HAUER & FELD LLP

By Donna M. Mezas
 Donna M. Mezas
 Attorneys for defendant
 Home Depot U.S.A., Inc.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is: 580 California Street, Suite 1500, San Francisco, California 94104. On March 4, 2020, I served the foregoing document(s) described as: DEFENDANT HOME DEPOT U.S.A., INC.'S ANSWER TO COMPLAINT, on the interested party(ies) below, using the following means:

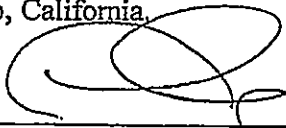
Larry W. Lee
Diversity Law Group, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Tel No.: (213) 488-6555
Fax No.: (213) 488-6554

BY UNITED STATES MAIL. I enclosed the documents in a sealed envelope or package addressed to the respective address(es) of the party(ies) stated above and placed the envelope(s) for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid at San Francisco, California.

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 4, 2020, at San Francisco, California.

Jeremias V. Cordero
[Print Name of Person Executing Proof]


[Signature]

1 DONNA M. MEZIAS (SBN 111902)
2 LOWELL B. RITTER (SBN 317738)
3 dmezias@akingump.com
4 lritter@akingump.com
5 AKIN GUMP STRAUSS HAUER & FELD LLP
6 580 California Street, Suite 1500
7 San Francisco, CA 94104
8 Telephone: 415-765-9500
9 Facsimile: 415-765-9501

10 Attorneys for Defendant
11 HOME DEPOT U.S.A., INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 JANELLY SANDOVAL, individually
15 and on behalf of all others similarly
16 situated,

17 Plaintiff,

18 vs.

19 HOME DEPOT U.S.A., INC., a
20 Delaware corporation and DOES 1
21 through 50, inclusive,

22 Defendants.

Case No.

DECLARATION OF PAIGE L.
TROYER IN SUPPORT OF
DEFENDANT HOME DEPOT U.S.A.,
INC.'S NOTICE OF REMOVAL

[Notice of Removal, Declarations of
Donna M. Mezas, and G. Edward
Anderson, Certification and Notice of
Interested Parties, and Civil Cover
Sheet filed concurrently]

*(Riverside County Superior Court,
Case No. RIC2000483)*

Date Action Filed: January 31, 2020

DECLARATION OF PAIGE L. TROYER

I, Paige L. Troyer, certify and declare as follows:

1. I am a Regional Human Resources Manager with Home Depot U.S.A., Inc. (“Home Depot”). I have personal knowledge of the facts stated herein, and if called and sworn as a witness, I would and could testify competently under oath thereto. I submit this declaration in support of Defendant Home Depot U.S.A., Inc.’s Notice of Removal.

2. Home Depot is a corporation organized and incorporated under the laws of the state of Delaware. Home Depot has not been incorporated in California. Home Depot maintains its corporate headquarters at 2455 Paces Ferry Road SE, Atlanta, Georgia 30339. Its executive and administrative operations are centrally managed from this location.

3. In the ordinary course of business, Home Depot maintains electronic human resources records containing information regarding the employment status, job positions, termination dates, and contact information of its current and former employees. I am familiar with these databases and I rely on the data they maintain in connection with my job responsibilities.

4. Janelly Sandoval’s employment records reflect that she worked at a Home Depot retail store in San Bernardino, California from January 17, 2018 through January 10, 2020, and that her residential address on file throughout her employment was in Riverside, California.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on February 29, 2020 in

Fremont, Michigan

By


Paige L. Troyer

1 DONNA M. MEZIAS (SBN 111902)
2 LOWELL B. RITTER (SBN 317738)
3 dmezias@akingump.com
4 lritter@akingump.com
5 AKIN GUMP STRAUSS HAUER & FELD LLP
6 580 California Street, Suite 1500
7 San Francisco, CA 94104
8 Telephone: 415-765-9500
9 Facsimile: 415-765-9501

6 Attorneys for Defendant
7 HOME DEPOT U.S.A., INC.

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 JANELLY SANDOVAL, individually
13 and on behalf of all others similarly
14 situated,

14 Plaintiff,

15 vs.

16 HOME DEPOT U.S.A., INC., a
17 Delaware corporation and DOES 1
18 through 50, inclusive,

18 Defendants.

Case No.

DECLARATION OF G. EDWARD
ANDERSON, PH.D.

[Notice of Removal, Declarations of
Donna M. Mezas, and Paige L. Troyer,
Certification and Notice of Interested
Parties, and Civil Cover Sheet filed
concurrently]

*(Riverside County Superior Court,
Case No. RIC2000483)*

Date Action Filed: January 31, 2020

1 I, G. Edward Anderson, certify and declare as follows:

2 1. I have personal knowledge of the facts set forth herein, which are known
3 by me to be true and correct, and if called as a witness, I could and would competently
4 testify thereto. I submit this declaration in support of Defendant's Notice of Removal of
5 Action.

6 2. I am a Principal, Vice President and Senior Economist of Welch
7 Consulting, a firm specializing in economic and statistical research. I have held the
8 position of Principal since 2016, Vice President since 2001 and Senior Economist since
9 1998. Prior to that time, I was employed as an Economist at Welch Consulting from
10 1988 until 1998.

11 3. I hold a Bachelor of Arts (Hon.) in Economics and Business from Simon
12 Fraser University in British Columbia, Canada and a Master of Arts in Economics from
13 Simon Fraser University. I received a Ph.D. from the University of California, Los
14 Angeles in Economics. My areas of specialization in graduate school were Labor
15 Economics and Econometrics. Labor Economics is the study of labor market
16 phenomena from an economic perspective. Econometrics is the application of statistical
17 methods to economic data.
18

19 4. Since 1988, I have done many studies of human resource, payroll, earnings,
20 and time system records and have provided declarations and given testimony in matters
21 where statistics played a central role. Within the past five years, I have provided
22 testimony and worked in a consulting capacity on more than 200 wage/hour matters,
23 including litigation involving claims of California Labor Code section 203 violations.
24 Almost all of these wage/hour cases involved class allegations and many required the
25 analysis of large data files, sometimes involving hundreds of thousands of observations.
26 I have also frequently been asked to compute damages associated with the claimed
27 violations in these and other wage and hour matters. I am familiar with the statistical
28

1 software used, and the data issues that can arise, in such analyses. Within the past five
2 years, I have reviewed and analyzed human resource, timekeeping, and payroll
3 databases from many of the nation's largest employers.

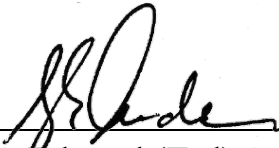
4 5. I reviewed human resources records, payroll files and time data that
5 collectively include termination dates, hours, and rates of pay for Home Depot
6 employees working in California since January 31, 2017.

7 6. The data shows that, since January 31, 2017, more than 6,500 terminated
8 Home Depot employees in California were paid their final wages by pay card.

9 7. During the 90 days prior to their terminations, the individuals identified in
10 Paragraph 6 were paid average daily wages of \$82.24.

11
12
13 I declare under penalty of perjury under the laws of the United States that the
14 foregoing is true and correct.

15
16 Executed on March 4, 2020, in Los Angeles, California.

17
18
19 By  _____
20 G. Edward (Ted) Anderson, Ph.D.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Home Depot Hit with Class Action in California Over Alleged Labor Code Violations](#)
